



**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
STORM RELATED DEBRIS REMOVAL,
SITE MANAGEMENT, REDUCTION AND
DISPOSAL**

July/August, 2024

CITY OF LIVINGSTON
200 West Church Street
Livingston, Texas 77351

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ARTICLE 1

Notice to Bidders

The City of Livingston will receive sealed requests for proposal for Removal, Site Management, Reduction and Disposal of all storm related debris until 2:00 p.m. on Tuesday, August 6, 2024, at the office of the City Secretary, City Hall, 200 West Church Street, Livingston, Texas, 77351, at which time the proposals will be publicly opened and read aloud.

Requests for Proposal are invited upon the several items and quantities of work, as follows:

1. **Scope of Work.** Furnishing all management, supervision, labor, machines, tools and equipment necessary to accept, transport to the City of Livingston's Pedigo Park and/or such other sites as may be designated by the City of Livingston, segregate, stack and maintain, reduce and dispose of all disaster related debris by burning and restore burn site. Debris to be processed will consist of vegetative debris only. Removal of debris shall be from areas within the city limits of the City of Livingston and within such defined quadrants within the City's limits as may be designated by the City. Proposals shall be considered by the City alternatively for provision of services (1) within one year from the date of the bid award and (2) within five years from the date of the bid award. The bidder agrees, if either alternative proposal is accepted, to furnish any and all equipment in apparent good order, materials and labor, upon which prices are offered, at the prices and upon the terms and conditions contained in the specifications for the period so bid.

2. **Bid Documents and Technical Specifications.** Bid Documents and Technical Specifications are available at the City of Livingston, 200 West Church Street, Livingston, Texas, 77351, or by phoning (936)327-4311. By submitting a proposal, the bidder agrees to all terms and provisions of the specifications and to all terms and provisions of the Agreement referenced therein. Included within such specifications and terms is the City's express reservation that following any storm or disaster related event generating storm debris, the City will rely first upon its own personnel for removal, site management, reduction and disposal of debris, and restoration of the burn site, that participation by the Contractor will depend upon notice to proceed by the City, and that the City will not be obligated under the Agreement unless and until a notice to proceed is given to the Contractor. The City also reserves the right to issue other contracts or direct other Contractors to work within the area included in this Contract.

3. **Submission of Proposals.** Proposals should be sealed when submitted and marked on the outside of sealed cover: **"PROPOSAL FOR REMOVAL, SITE MANAGEMENT, REDUCTION AND DISPOSAL OF STORM RELATED DEBRIS"**. In order that all potential bidders receive any corrections or addenda to the specifications, an official "Bidders List" for the project will be maintained at City Hall, 200 West Church Street, Livingston, Texas, 77351. Any notices of changes in the specifications will be sent to those on the "Bidders List" and the City of Livingston will not be held responsible for those not on the list.

4. **City Review of Proposals.** Proposals may be held by the City of Livingston for a period not to exceed thirty (30) days from the date of the opening for the purpose of reviewing proposals and investigating the bidders' qualifications prior to the contract award. Depending upon time required for review of proposals and investigation of bidders' qualifications as described above, it is anticipated that a contract award will be made at the regular meeting of the City Council to be held August 13, 2024, in the Council Chambers, City Hall, 200 West Church Street, Livingston, Texas.

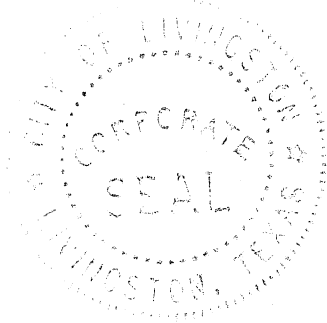
5. City's Reservation to Reject Proposals. The City of Livingston reserves the right to reject any and all proposals or to waive any informalities or technicalities in the bidding in the best interest of the City of Livingston.

SIGNED:



JUDY B. COCHRAN, Mayor
City of Livingston, Texas

[SEAL]



ARTICLE 2

Instruction to Bidders

1.01 General Instructions

- A. Bidders shall *submit in duplicate* this entire specification without the removal of any pages. Proposals that are sent by U. S. Postal Service or private carrier shall be clearly marked **"PROPOSAL ENVELOPE ENCLOSED"**. The proposal shall be sealed in a separate envelope and shall have the following information shown on the outside of the envelope:

PROPOSAL FOR: SITE MANAGEMENT, REMOVAL, REDUCTION AND DISPOSAL OF STORM RELATED DEBRIS

**PROPOSAL DUE
(OPENING DATE): 2:00 p.m., Tuesday, August 6, 2024**

BIDDER NAME: _____

The envelope must be addressed and submitted to:

The City of Livingston
ATTN: BILLY S. WIGGINS, CITY MANAGER
200 West Church Street
Livingston, Texas 77351

Any proposal not conforming to these requirements will not be considered even if opened by mistake.

- B. Before submitting a proposal, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the applicable sites to become familiar with local conditions that may in any manner affect the cost, progress, or performance of the work; (c) have knowledge of all federal, state and local laws, ordinances, rules and regulations affecting performance of the work; and (d) carefully correlate the Bidder's observations with the requirements of the Contract Documents.
- C. Each proposal shall be carefully prepared in accordance with the Specifications of the Contract Documents.
- D. All bidders must be principally located in Texas or have an agent for service currently registered with the Texas Secretary of State and provide documentation of their form of business organization, principal office for operation, registered agent for service, and any authority granted by the Texas Secretary of State to do business in the State of Texas. All bidders must be licensed to do business in the State of Texas.
- E. Each proposal shall be signed by a representative of the Bidder who is authorized to make contractual obligations for the Bidder and shall give the Bidder's full business address. Proposals by Partnerships shall be signed with the partnership name followed by the signature and designation of one of the general partners or other authorized representative. Proposals by a corporation shall be signed in the name of the corporation, followed by the signature and designation of the President of the corporation or other person authorized to bind the corporation. Proposals by a Limited Liability Company or similar person entity shall be signed in the name of the entity, followed by the signature of the Member or other person authorized to bind the entity. The name of all persons signing shall also be typed or printed.
- F. Proposals will be opened as indicated in the Request for Proposal.

G. The City reserves the right to evaluate and award contracts on other than a low bid basis based upon, but not necessarily limited to, the following factors:

1. Price;
2. Reputation of the bidder and of the bidder's services, including the bidder's financial stability, sufficiency of financial resources and ability of the bidder to perform the Contract; personnel experience and training; safety compliance; customer responsiveness; quality of performance of previous contracts and services; and previous and existing compliance by the bidder with laws relating to the contract or service provided;
3. Quality of the bidder's services, including but not limited to the bidder's demonstrated experience in debris removal, debris site management, debris reduction and debris disposal;
4. Extent to which services meet the City's needs, including but not limited to the types of equipment to be used by the bidder, the quality, availability and adaptability of the equipment and services, and whether the bidder can provide services promptly and without delay or interference;
5. Bidder's past relationship to the City;
6. Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. Total long-term cost to the City to acquire the Bidder's services; and
8. Relevant criteria specifically included in the Request for Proposal.

The City may conduct such investigations, as it deems prudent to establish the responsibility, qualifications, and financial ability of the Bidders according to the above criteria, and the City's final selection shall be at the City's sole discretion, the best overall bid submitted based thereon.

H. To assist the City's determination of the lowest responsible bidder able to provide goods or services at the best value to the City, bidders are requested to provide:

1. The full corporate name and address of the business;
2. Identification of the last five projects successfully bid, giving the name and address of each owner of the project;
3. Identification of each lawsuit, administrative proceeding and arbitration proceeding to which the bidder has been a party in the last five years, including the style of the case, its cause number, the court or agency with which the case was filed, and the names and addresses of all other parties to the proceeding;
4. Three credit references, one of which must be a financial institution;
5. Identification of the bidder's workers compensation insurance carriers for the last five years; and
6. A listing of each claim made against the bidder by its employees or third parties for personal injury, death or property damage, on each of the last three projects successfully bid.

- I. If the Contract is awarded, the City will give the successful Bidder due notice of the award after its City Council meeting at which action is taken to do so. Work shall commence on the Agreement contingent upon the City's decision, in its sole discretion, whether or not to proceed by using its own personnel and equipment for the work to be done. Work by the Contractor shall begin only if and when Notice to Proceed is given by the City, and the City shall not be obligated under the Agreement unless and until a notice to proceed is given to the Contractor. The City also reserves the right to issue other contracts or to direct other contractors to work within the area included in this Contract.
 - J. Proposals shall be submitted within the time required and as provided in these Instructions to Bidder. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the Bidder guaranteeing authenticity. Late proposals will be returned to the bidder unopened. The due date and closing time will be strictly enforced. No Bidder may withdraw his or her proposal for a period of forty-five (45) days after date of actual opening without the City's consent.
- 2.01 Definitions
- A. "Bidder" shall mean the person or entity responding to Request for Proposals and "Bid" shall mean the proposal so submitted.
 - B. "Contractor" shall mean the successful Bidder to whom a Contract is awarded.
 - C. "Work" shall refer to everything agreed to be done and furnished by the Contractor including all supervision, supplies, labor, transportation and equipment together with all responsibilities and obligations imposed by the Contract Documents.
 - D. "Eligible Debris" shall mean biodegradable and burnable vegetative matter, including trees, bushes and shrubs, and broken, partially broken and severed tree limbs. The term excludes non-vegetative matter, treated wood, metal of any type, construction debris, demolition debris and household goods.
 - E. "Equipment" shall mean the trucks, trailers, tools, saws, and other apparatus which are owned and operated by the Contractor and which are required to be maintained by the Contractor for the performance of the Agreement in accordance with the Specifications.
 - F. "Specifications" shall mean all specifications pertaining to the Work to be performed.
 - G. "Contract" or "Agreement" shall mean the fully executed document, which binds the interested parties in an agreement to fulfill all terms, conditions, and specifications pertaining thereto.
 - H. "Request for Proposal" ("Notice to Bidders") shall be the means by which the City solicits proposals for Work, which the City may from time to time deem necessary to have performed.
 - I. "Install", "Furnish", "Provide", or words of like import shall mean the Contractor shall install, furnish, or provide, and similarly the words "Approved", "Authorized", "Required", "Satisfactory", "Acceptable", or words of like import shall mean, as applicable, approved by, authorized by, required by, satisfactory to, or acceptable to the City, unless otherwise expressly stated.

ARTICLE 3

Bid Proposal Form

Proposal of _____(hereinafter called "Bidder"), organized and existing under the laws of the State of Texas, doing business as _____to the City of Livingston, Texas (hereinafter called "City").

In compliance with your Request for Proposal, Bidder hereby proposes to perform all work for Removal, Site Management, Reduction and Disposal of all storm related eligible debris to including its segregation and final disposition in strict accordance with the Contract Documents prepared by the City of Livingston dated July, 2024, within the time set forth therein, and at the prices stated in the proposal form. Proposals are made, separately and in the alternative, for a one (1) year term and a five (5) year term.

By submission of the proposal, each bidder certified, and in case of a joint bid, each party thereto certified as to his own organization, that the Specifications and other Contract Documents have been reviewed and have been determined to be free from ambiguities and to be sufficient for the purpose intended; further that, all workmen, employees and other parties are skilled and experienced in the type of work represented by Contract Documents bid upon; further that, this proposal has been arrived at independently, without having relied upon any communication, allegedly authorized or unauthorized from the City, its employees or agents, in assembling the proposal; further that, the proposal is based solely upon the Contract Documents and properly issued written addenda thereto and not upon any other written representation;

Date

Contractor's Signature

and further that, the proposal was based upon careful examination of the site of the proposed project and from the Bidder's own investigations; that the Bidder is satisfied as to the nature and location of the work and the character, quality, quantities of materials and difficulties to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and other items which may, in any way, effect the work or its performance.

Bidder hereby agrees to commence work under the Agreement within twenty-four hours of receiving the Notice to Proceed and to fully complete the Project within one hundred eighty (180) consecutive calendar days thereafter (unless the City initiates additions or deletions to the Agreement by written change order, in which event, Bidder shall equitably negotiate with the City subsequent changes in cost and completion time). Liquidated damages shall be assessed at \$1,000.00 per calendar day for any time over the maximum allowable time established by the Agreement unless extension of time is otherwise agreed by the parties.

Bidder acknowledges receipt of the following Addenda attached hereto and referenced as follows (to be filled in if Addenda are furnished by the City):

NO.	DATE RECEIVED
_____	_____
_____	_____
_____	_____

Completed Bid Schedules are attached as Appendix B hereto.

Respectfully submitted:

Name of Bidder: _____

Address of Bidder: _____

Telephone: _____

By (Signature): _____

Title: _____

Date: _____

[Seal if Bid by Corporation]

ATTEST: _____

ARTICLE 4

Agreement

Removal, Site Management, Reduction and Disposal of Storm Related Debris

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter called the "Contractor"), and the City of Livingston, a municipal entity ("City").

WITNESSETH:

Contractor and the City, for and in consideration of their respective agreements contained herein, hereby mutually agree as follows:

1.0 Contract Documents

Contractor, at its own expense, shall do all work and furnish all materials, equipment, tools and labor to complete in a good and workmanlike manner the following:

Removal, Site Management, Reduction and Disposal of Storm Related Debris, all per the City's Specifications therefor (hereinafter referred to as "Specifications") and associated Contract Documents (hereinafter called the "Contract Work"). The Contract Work shall be done in accordance with this Agreement and in accordance with the following documents (all of which, including this Agreement, are hereinafter sometimes referred to as the "Contract Documents"): This Agreement, Bid Documents and all exhibits thereto, which shall form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim.

The Contract Documents represent the entire agreement between the parties and supersede all prior representations, negotiations, and agreements, whether written or oral.

2.0 The Work of the Contract

2.01. The Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

2.02. All work performed by Contractor shall be subject to inspection by the City. Any and all services performed by the Contractor which do not meet standards will be re-performed by the Contractor at no additional charge to the City. Further, and in the discretion of the City, a reasonable amount will be withheld for work not complying with the Contract Documents until deficiencies are corrected, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. Upon satisfactory completion of all Contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.

3.0 Date of Commencement and Substantial Completion

The date of commencement and term of the Agreement shall become effective on the date following award of the Contract, and, if not terminated at an earlier date as herein authorized, shall continue in effect for a period of one hundred eighty (180) days from date of Notice to Proceed at which time the removal of storm debris, site management, reduction and disposal of storm debris and restoration of burn site shall be substantially completed unless the City initiates additions or deletions to the Agreement by written change orders. In such event, the parties will equitably negotiate subsequent changes in cost and completion time.

4.0 Payments

The City shall pay Contractor in current funds for the Contractor's performance of the Agreement as defined in the Specifications, subject to additions and deductions as provided for in the Contract Documents. The charges as set forth herein shall cover in full all compensation claimed by Contractor arising from Contractor's performance of this work authorized under this Agreement. No further compensation will be paid by the City unless authorized in writing by the City. Nothing herein shall commit the City to spend monies other than from its current revenues and any additional portion of the term of this Agreement is conditioned upon future appropriations being made by the City Council of the City of Livingston therefor.

5.0 General Conditions

5.01 The Contractor shall comply with all state, federal and local laws (including but not limited to the Occupational Health and Safety Act) which govern the work. The Contractor shall have and maintain in force at all times, and upon request shall furnish to the City proof that he or she has, all licenses which are required to do the work. The Contractor further certifies its eligibility to perform this Agreement under local and Federal law, that it is not now and has never been debarred from performing Federal or State government contracts and that all Subcontractors used in the performance of this Agreement have the same qualifications.

5.02 Contractor has provided proof of insurance to be provided according to the Specifications by certificate attached hereto as Appendix D. Within twenty-four (24) hours of receiving Notice to Proceed, and before commencing work under the Contract, Contractor shall deliver an additional certificate to the City showing the insurance described in the Specifications is then in force.

5.03 The Contractor's unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of this Contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause, with failure to cure said deficiency within 24 hours of delivery of notice thereof shall be considered default.

In any of such events, the City may take one or more of the following actions:

1. Cancel the Agreement;
2. Require the Contractor to discontinue the work immediately;
3. Sue the Contractor for damages suffered by the City, including consequential damages;
4. Reduce the contract price to reflect the reduced value of the services performed if the work is performed by the City or another Contractor rather than the Contractor under this contract, or as may be otherwise calculated by the City to determine the value of the services; or
5. Seek and obtain whatever equitable relief by way of injunction or specific performance that may be available.

Seeking any one or more of the above remedies will not be a waiver of any other remedy available to the City. No part of the time lost due to any stop order issued by the City shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor. The Contractor shall pay the cost and expense of the City's enforcement of its rights hereunder, including but not limited to reasonable attorney's fees.

5.04 Contractor shall be solely responsible for and shall have control over the means, methods,

techniques and procedures for doing the work. The Contractor is an independent Contractor and neither Contractor nor any of its employees shall be deemed to be agents or employees of the City.

5.05 Contractor shall indemnify and hold harmless the City and its directors, officers, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of the work, provided that any such claim, demand, cause of action, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

5.06 Contractor is responsible for any and all tax liabilities, whether Federal, State or Local.

5.07 Neither the Agreement nor any duties or obligations in the Agreement or these specifications shall be assignable by the Contractor without the prior written consent of the City; however, notwithstanding anything herein seemingly to the contrary, this prohibition shall not prevent the Contractor from utilizing Subcontractors in the performance of the services described herein. Subject to this restriction, the Agreement shall be binding upon the representatives, successors and assigns of the respective parties.

5.08 Any notices required to be provided under this Agreement shall be in writing and shall be deemed properly given (a) when delivered in person or (b) when forwarded by a nationally recognized overnight courier service or certified mail, return receipt requested, to the persons and addresses supplied at the place for signature below. The designation of the person to be so notified or the address of such person may be changed at any time and from time to time by either party by similar notice.

5.09 This Agreement constitutes the final, complete, and entire understanding and obligations of the parties hereto with respect to the subject matter hereof and supersedes all previous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the parties with respect to the same.

5.10. No extra work shall be done or any obligation incurred except upon express, advance written authorization by the City. Any changes, additions or deductions from the work to be performed hereunder at the direction of the City shall be made by written notice by the City to the Contractor. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, the City shall make an equitable adjustment therefor.

5.11. Other than changes, additions or deductions from work to be performed made at the direction of the City as described in Section 5.11, this Agreement may only be amended by means of written document signed by both parties.

5.12. The Agreement is performable in Livingston, Polk County, Texas and the appropriate venue for any litigation resulting hereunder is the 411th or 258th District Court of Polk County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, as of the day and year first above written, each party hereto retaining an executed copy hereof.

Contractor:

Name of Contractor: _____
By (Signature): _____
Printed Name: _____
Title: _____

Address for Notice: _____

Attest: _____

CITY OF LIVINGSTON:

By: _____
JUDY B. COCHRAN, Mayor

Address for Notice: 200 West Church Street
Livingston, Texas 77351

Attest: _____

Exceptions

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. A small dark speck is located near the top center of the page. The paper appears to be a standard notebook or legal pad style.

Other Information

Other information requested by this Request for Proposal, where space has not been provided elsewhere in these documents, shall be indicated below or attached hereto. Also, any additional information the Bidder feels pertinent to the awarding of the Contract shall be listed in this section.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SPECIFICATIONS AND REQUIREMENTS

1. Scope of Work

1.01. The purpose of the Agreement is to provide a prepositioned contract for removal of storm related eligible debris, together with site management for its segregation and collection, its reduction and its disposal and restoration of the burn site. The Contractor shall furnish all management, supervision, labor, machines, tools and equipment necessary to accept and remove storm related debris from within such defined quadrants within the city limits as may be designated by the City, transport the debris to the City of Livingston's Pedigo Park and/or such other sites as may be designated by the City, segregate, stack and maintain the debris, reduce and dispose of the debris.

1.02. Proposals shall be considered by the City alternatively for provision of services (1) within one (1) year from the date of the bid award and (2) within five (5) years from the date of the bid award. The bidder agrees, if either alternative proposal is accepted, to furnish any and all equipment in apparent good order, materials and labor, upon which prices are offered, at the prices and upon the terms and conditions contained in the specifications for the period so bid.

1.03. By submitting a proposal, the Bidder agrees to all of the terms and provisions of these specifications and of the Agreement.

1.04. Following any storm or disaster related event generating storm debris, the City will rely first upon its own personnel for removal, site management, reduction and disposal of debris, and restoration of the burn site. Participation by the Contractor will depend upon notice to proceed by the City, and the City will not be obligated under the Agreement unless and until a notice to proceed is given to the Contractor. The City also reserves the right to issue other contracts or direct other Contractors to work within the area included in this Contract.

1.05. The Agreement may only be amended by means of a written document signed by both parties, authorized in the same manner as the Agreement. A right created under the Agreement may not be waived except in writing, signed by the party waiving the right and authorized in the same manner as the Agreement.

2. Bidder's Qualifications

2.01. Proposals will be accepted only from well-established and qualified licensed Contractors, trained and experienced in the clearing of debris. All bidders must be licensed to do business in the State of Texas. No proposal will be considered from any Contractor unless they are known to be skilled and were previously engaged in work of a character and scope consistent with these specifications.

2.02. Bidders must show that their equipment and facilities are sufficient and their workload so arranged as to meet the schedules called for by the Contract. To aid the City in determining the responsibility of any Bidder, the Bidder shall furnish evidence, satisfactory to the City, of the Bidder's qualifications, experience and familiarity with work of the character specified and his or her financial ability to properly prosecute the proposed work to completion.

3. General Requirements

3.01. The Contractor shall provide a list of all Subcontracts and proof of insurance of all Subcontractors being used under the Contract. Local Subcontractors and individuals will be used, to the extent possible, during performance of the Contract. As they will come in contact with the City's customers, all employees working on behalf of the Contractor and any Subcontractor shall be completely dressed in suitable clothing, which shall be clean at the beginning of each day. Identification by badge or other form of identification which displays the employer's name, person's picture and position is recommended but not mandatory and must be shown to a customer on request. The Contractor shall furnish each crew with a cell phone and provide each cell phone number to the City.

3.02. In compliance with any applicable provision of the Texas Government Code or the United States Code as either may be amended, the Contractor herewith affirms and certifies that the Contractor (including any of its branches, divisions or departments), does not and will not knowingly employ any individual who, at the time of employment is not lawfully admitted for

permanent residence to the United States or authorized under law to be employed in that manner in the United States, subject to the penalties and any repayment provisions prescribed by the said statutes.

3.03. The Contractor is responsible for ensuring that all loading and transport equipment complies with all applicable Federal, State and local rules and regulations. All equipment must be maintained in such a manner as to minimize downtime. The City shall not render payment for any charges in connection with lost productivity due to equipment failure or malfunction.

- A. All trucks and other equipment shall be equipped with back up alarms.
- B. All loading equipment is required to operate from the street or roadway, using buckets and/or booms and grapple devices to remove and load the debris.
- C. The Contractor is responsible for dust control and shall be in compliance with all State and local laws regulating dust control. The City's authorized representative will determine whether or not loads will be tarped.
- D. Unless otherwise specified, equipment used for debris removal shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 CY and up) and non-rubber tired equipment must be approved by the City's authorized representative. Any tracked equipment shall be approved by the City prior to its use.
- E. Trucks and other heavy equipment designated for use in debris removal shall be equipped with proper signage. Prior to commencing debris removal operations, the Contractor shall present to the City's representative all trucks and trailers that will be used for hauling debris, marked as required, for inspection by the City and for the purpose of determining hauling capacity (including any new truck, trailer or container introduced for use during the term of the Agreement). The City may, at any time, request that the trucks be re-measured. No capacity may exceed 100% of the measured volume.
- F. Any truck used to haul debris shall be capable of rapidly dumping its load without the assistance of other equipment (and the Contractor shall provide means to rapidly unload any trailer that does not have a means for dumping); to be equipped to safely contain debris being hauled and permit the truck to be filled to capacity; and measured and marked for its load capacity to the satisfaction of the City. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity; plastic webbing is not acceptable for a tailgate. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The City's authorized representative must approve all requests for extensions.
- G. Each truck, or trailer will also be numbered for identification with a permanent marking. Trucks and other heavy equipment designated for use under this Agreement shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor and shall be similar to the example attached at Appendix C. The signs remain the property of the City and will be returned to the City at the conclusion of the Contract. Magnetic signs are not permitted. Signs shall contain the following information: (1) company name; (2) truck number; (3) hauling capacity in cubic yards of the interior dimensions of any dump bed; (4) inspector's name and date.

- H. The Contractor, prior to use, shall inspect all equipment and shall provide a form for this purpose which shall be submitted to the City for its records. Equipment will be inspected prior to its use by the City's authorized representative.
- I. When convenient for the City, the Contractor may be given permission to park vehicles and equipment on the City's property specifically designated for that purpose. Otherwise, Contractor shall be responsible for parking vehicles and/or storing equipment at locations other than the City's owned facilities and paying all associated costs. The City shall not be responsible for any damage or loss of Contractor's equipment.

3.04. The Contractor shall observe all generally recognized safety rules, regulations and methods to prevent injury to all employees of the Contractor and any Subcontractor, and to any other persons or damage to property of the City or the public arising from its operations. The Contractor shall observe all laws and regulations applicable to its operations, including without limitation OSHA requirements, Texas Department of Transportation requirements, Texas Department of Agriculture requirements, Workers Compensation, Social Security payments, tax withholding payments and licenses related to the Contractor's business and for the work to be performed.

3.05. Trucks or equipment which are designated for use under this Agreement shall not be used for any other work during the working hours of this Contract. The Contractor shall not solicit work from any other source, public or private, to be performed in the designated work area during the period of this Contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Contract. The Contractor shall devote the efforts of crews, trucks and equipment dedicated to performance under this Agreement solely for the removal of debris on behalf of the City of Livingston during the period of this Contract. Only debris collected within the City limits under this Agreement shall be taken for disposal to the dumpsite(s) authorized by the City.

4. Work

4.01. The Contractor shall perform all work to the complete satisfaction of the City and in accordance with all municipal, county, state and other local laws, ordinances and regulations applicable to work of this character and nature. All work performed by the Contractor is subject to inspection and approval of the City. Any work not meeting the minimums as set forth in these Specifications, or work which has been falsely represented in any fashion by the Contractor shall be redone by the Contractor at no cost to the City. Failure by the City to inspect Contractor's work shall in no way operate to relieve the Contractor from any obligations, liabilities or responsibilities in connection with this Contract.

4.02. The Contractor shall provide sufficient crews to complete the work within 180 days of being given Notice to Proceed, with removal of debris (together with site management) to be concluded within 90 days of being given Notice to Proceed, and with reduction by burning and restoration of the burn site to be concluded within 90 days of being notified to begin burning. The City expects that the Contractor's obligation will progress on a continued basis with necessary staffing levels to complete all work undertaken within the time periods specified. Crew size, crew structure, crew equipment and the need for any additional crews under this Agreement will be at the Contractor's sole discretion. Safety of the Contractor's and any Subcontractor's personnel and equipment is material to the performance of this Agreement and is the responsibility of the Contractor.

4.03. The work shall consist of clearing, separating and removing any and all "eligible debris" from public rights-of-way, including streets, roadways, utility easements, public parks or other public property within the city limits of the City of Livingston as specifically designated by the City's authorized representative, together with transport of debris to site(s) designated by the City,

maintenance of debris on site, debris reduction and debris disposal. Work will include (1) examining and sorting debris to determine whether or not debris is eligible; (2) loading and sorting the debris; (3) hauling the debris to an approved dumpsite; (4) dumping the debris at the dumpsite; (5) segregating the debris into appropriate piles as directed; (6) maintaining the piles of debris as directed; (7) reduction of the debris as directed; and (8) disposal of the debris byproduct after reduction, as directed. Ineligible debris will not be loaded, hauled or dumped under this Contract. Mixed loading of burnable and nonburnable debris will not be acceptable. The City's authorized representative shall be immediately notified of any ineligible debris placed at the right-of-way for collection. The Contractor is liable for all ineligible debris handled during the term of the Contract.

4.04. The Contractor and any Subcontractor shall be duly licensed and permitted in accordance with any applicable requirements of statute or ordinance, whether Federal, State or local, to perform the work, shall obtain all permits necessary to complete the work (including all applicable environmental and regulatory permits) and shall be responsible for determining what licenses and permits are necessary to perform the work under the Contract. The successful bidder must obtain all licenses and permits required by the City of Livingston and the State of Texas prior to execution of the Agreement and proof that such licenses and permits are current shall be required at the time Notice to Proceed is given.

4.05. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State and local governments and agencies or of any public utilities.

4.06. A portion of the project will occur in residential areas. The Contractor shall not enter onto private property during the performance of this Agreement, unless expressly advised to do so by the City's authorized representative.

4.07. The Contractor shall exercise due care to minimize any damage to trees, shrubs, landscaping or other private property. The Contractor shall also perform its work in a manner to prevent damages to the City's infrastructure facilities and adjacent rights-of-way, including the City's landscaped areas. Any damage to private or public property, including sidewalks, curbs, streets and fences shall be repaired in a timely manner, at the sole expense of the Contractor and to the City's satisfaction. The Contractor shall be responsible for taking corrective action in response to any notice of violation issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.

5. Debris Removal

5.01. Debris removal shall include all eligible debris found on the public rights-of-way and other public property within the area designated by the City.

5.02. Removal of debris shall be from areas within the city limits of the City of Livingston and within such defined quadrants within the City's limits as may be designated by the City. This includes removal of eligible debris from public streets and rights-of-way (including debris removed from private property by residents and deposited at the curb) as per the map attached at Appendix A. The Contractor shall not move from one designated area to another designated area without the prior approval of the City's authorized representative. The Contractor shall make a minimum of three passes through the designated area, with a minimum of one (1) weekend between each pass. All roadways to be used as haul routes shall be directed in advance by the City and shall be used by the Contractor unless otherwise directed by the City's authorized representative. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State and local requirements. The traffic control personnel and equipment shall be in

addition to the personnel and equipment required in other parts of the Agreement or these Specifications. At a minimum, one flag person shall be posted at each approach to the work area.

5.03. Any eligible debris, such as fallen trees, which extends onto the public right-of-way, from private property, shall be cut at the point where it enters the right-of-way. Only that part of the debris that lies within the right-of-way shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk or road. Trees in the public right-of-way with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public rights-of-way shall be filled to ground level. The removal and disposal of all stumps may be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the Contractor. Stumps less than 24 inches in diameter shall be measured in cubic yardage as collected with other brush and vegetative debris. Stumps 24" or larger hauled separately from other debris shall be individually measured and converted to cubic yards. All such measurement shall be noted on the Load Ticket, and conversion shall be made by the City's authorized representative using the Stump Conversion Table attached at Appendix B. Uprooted stumps with an exposed root ball on improved public property or right-of-way which are 24" or larger and create an immediate threat to life, public health, and safety, and which require extraction by mechanical means will be addressed on a case by case basis by the City and if not approved in advance of removal by the City, shall be paid for on a cubic yard basis. Holes left by removal of stumps shall be backfilled.

5.04. All debris will be loaded in such a manner that it will be confined within the interior dimensions of the container. No hand loading operations will be allowed nor shall they occur.

5.05. The debris removal work area shall be left clear of debris and cleaned, as is reasonable and practical under the conditions of this project. All scattered debris shall be removed. In no case shall debris be left blocking roads, streets, alleys, driveways or drainage structures in the work area at the end of the work day.

6. Site Management

6.01. The Contractor shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the City monitor can see the bed when empty and can fully view the debris load establishing the volume. The inspection tower shall be constructed to meet all local, State and Federal safety requirements. The tower shall be constructed using pressure treated wood. The tower shall be constructed such that the floor area is at least ten feet above the existing ground surface. The floor area shall be 8'x8', constructed of 2"x8" joists, 16" off center with 3/4" plywood supported by four 6" x6" posts. The perimeter of the floor area shall be protected by a 4 foot high wall constructed of 2"x4" studs and 1/2" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6 feet, 6 inches of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The Contractor shall remove and dispose of inspection towers following completion of debris removal at the direction of the City's authorized representative. The Contractor shall provide portable restroom facilities at each dumpsite.

6.02. Burnable debris shall be taken by the Contractor to the dumpsite designated by the City. Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered to the dumpsite, and as supported by the load ticket.

6.03. Load tickets shall be used for recording the cubic yard volume of debris removed for disposal and shall document measurement as described herein. Load tickets shall be preprinted, numbered sequentially, and in four parts, using carbonless (NCR) or similar paper, color coded with white original (to City), and yellow (to Contractor), pink (to Driver) and gold (to City) copies. Load tickets to be used shall be submitted for approval by the City's authorized representative prior to beginning work. Each load ticket shall conform to the example attached in Appendix C and shall

contain the following information, to be completed by the City's monitor certifying the load when delivered: (1) contractor name; (2) contract number (if assigned); (3) ticket number; (4) date; (5) documentation of debris eligibility; (6) truck (or trailer) number for each load measured; (7) driver name; (8) capacity of truck/trailer in cubic yards; (9) size of actual load in cubic yards; (10) actual load as percentage of truck/trailer capacity; (11) number of stumps greater than 24 inches in diameter and measurements of their diameter of each stump greater than 24 inches in diameter; (12) identification of location of City from which debris was removed; (13) time of day at which load departed City street for dumpsite; (14) time of day at which load arrived at dumpsite; and (15) original signature of City monitor certifying load.

6.04. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load, including the conversion value of any stump greater than 24 inches. The actual cubic yardage will be recorded on the load ticket by the City monitor to the nearest cubic yard. The number of stumps greater than 24 inches in diameter and measurements of their diameter will also be recorded on the load ticket by the City monitor. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy will be given to the Contractor and the City shall retain the original and an additional copies for its records or for distribution to other agencies as required. The Contractor shall submit the copies of its load tickets with its daily operational report.

6.05. Debris supported by the lip of either container wall or suspended above the container floor will be dumped separately at the debris site in the presence of a City Monitor Supervisor. The City's monitor will notify the City's Authorized Representative and the City Monitor's supervisor, and in the presence of the vehicle operator, the City's Monitor Supervisor will measure the debris and place that volume arrived at on the load ticket for that load.

6.06. Once measurement of each load has been made and the load ticket completed, the Contractor will pile the debris in single stack (unless additional stacks are specifically directed by the City). Each stack shall be made at the location designated by the City. Contractor shall maintain each stack to avoid scattering of debris. Debris shall remain stacked as directed by the City until the City advises the Contractor that all relevant debris measurements have been completed. Each entrance and exit will be kept clear of debris and the Contractor shall preserve accessibility for City personnel at entrances, exits and surrounding each stack. Only eligible debris shall be stacked; the Contractor shall keep all work site trash picked up and shall dispose of work site trash in the container provided by the City.

7. Debris Reduction

7.01. All debris shall be reduced by burning. The burn pile shall be located at a location designated by the City and shall remain at least 300 feet away from the nearest property line. Prior to burning, the Contractor will obtain the City Fire Marshal's review and approval of a fire suppression plan. The Contractor will abide by all instructions given by the City Fire Marshal, regardless of whether said instructions are included within the Fire Suppression Plan or these specifications. In the event of conflict between these specifications and instructions of the City Fire Marshal, the instruction of the City Fire Marshal shall control the Contractor's burning activities.

7.02. Burning shall not begin until all debris to be delivered to the dump site has been measured, the City has secured permission by burning from the Texas Commission on Environmental Quality, and notice to proceed with burning has been given to the Contractor by the City.

7.03. Open burning shall be between the hours of 8:00 a.m. and 7:00 p.m. Debris may be added to the burn up until two (2) hours before sunset; no debris may be added after that time

and the pile shall be allowed to smolder overnight. Materials should be reasonably dry to prevent excessive smoke. If the burning activity exceeds any limitation prescribed by the Texas Commission on Environmental Quality, or causes a nuisance condition or a traffic hazard, at the direction of either the City Fire Marshal or the Chief of Police, the burning activity must be immediately halted.

7.04. Once burning begins, the Contractor shall place a 24-hour fire watch to monitor burning debris. Once burning, the debris pile may not be unattended. Only eligible debris may be burned. The Contractor shall monitor burning to ensure that the following materials are not present and shall immediately notify the City if found within the debris to be burned: tires, electronics, white goods, paints/solvents, plastics, insulated wire, batteries, appliances, asbestos materials, aerosol or pressurized containers, household and non-household hazardous waste.

8. Disposal Following Reduction

8.01. The method of final disposal will be determined by the City. Should disposal be directed to occur within a landfill, any landfill disposal fees will be the responsibility of the Contractor.

8.02. Debris disposed by burning shall be fully and completely burned and reduced to ash. The ash shall be spread and incorporated by discing into the soil in the manner and at the location directed by the City. The burn site shall be restored to a condition suitable for seeding of grass or other appropriate ground cover. The Contractor shall furnish and apply seed and fertilizer as directed by the City.

8.03. All byproduct of reduction of debris shall be the property of the City; mulch, ash or any other byproduct of the debris shall not be appropriated by the Contractor.

9. Work Assignments

9.01. The Contractor shall commence performance within 24 hours of receiving Notice to Proceed.

9.02. Upon being given Notice to Proceed, the Contractor shall document the conditions then current, of all public rights-of-way, public areas and structures within the debris removal area; a representative of the City shall be present during said inspection, and the Contractor shall provide photographic and/or video documentation which shall be submitted to the City prior to beginning work.

9.03. Working hours for all activity associated with gathering, loading and unloading debris and site management shall be seven days per week, including holidays, beginning 30 minutes after official sunrise and ending 30 minutes before official sunset each day. The City makes no representations regarding turnaround time at the dumpsites. Upon notice to proceed with reduction of debris by burning, active burning shall be between the hours of 8:00 a.m. and 7:00 p.m. and the Contractor shall place a 24-hour fire watch to monitor burning debris. Once burning, the debris pile may not be unattended.

9.04. The Contractor shall submit a Daily Operations Report as provided in Appendix C hereof to the City's authorized representative during each day of the term of the Contract. Each report shall contain, at a minimum, the following information: (1) Contractor's Name; (2) Contract Number; (3) Date of Report; (4) List of Crew; (5) Identification of Truck (or Trailer) Unloaded by Number (6) Location from Which Debris Removed (7) Location from Which Debris is Removed; (8) Number of Cubic Yards Removed per Trip; (9) Daily Total of Cubic Yards Removed; and (10) Cumulative Total of All Cubic Yards Removed to Date of Report. Discrepancies between the Daily Report and the corresponding load tickets will be reconciled in a timely manner.

9.05. For as long as work is conducted under the Agreement, the Contractor shall, with the City's Authorized Representative's direction, provide a work plan showing where operations will begin and what operations will be undertaken on a seven (7) and fourteen (14) day projection. During the time of debris removal, said plan shall include those specific public rights-of-way to be cleared. The plan shall be updated every Monday. Maximum allowable time for completion of debris removal will be 90 calendar days, unless the City initiates additions or deletions to the Agreement by written change orders. Site management will continue during and after debris removal until such time as notice for burning to proceed is given. Maximum allowable time for completion of burning and restoration of the burn site will be 90 calendar days, unless the City initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable State and Federal law.

10. Supervision of Work and Workmanship

10.1. The Contractor shall supervise and direct the work using skillful labor and proper equipment for all tasks. The Contractor shall employ only workers who are competent to perform the work assigned to them and who are adequately trained and experienced in performing first-class work of the character and magnitude required by this Agreement and expected of reputable contractors performing work similar to the work necessary under this Contract.

10.2. The Contractor and any Subcontractor retained by the Contractor for performance hereunder are, and shall be, in the performance of all work services and activities under this Contract, Independent Contractors and not employees, agents, or servants of the City of Livingston. All persons engaged by the Contractor in any of the work or services performed pursuant to this Agreement shall, at all times, and in all places, be subject to the Contractor's sole discretion, supervision and control. The Contractor shall exercise control over the means and manner in which the Contractor and its employees and any Subcontractor and its employees perform the work.

10.3. The Contractor shall provide and maintain continually on the site of the work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the work being performed under this Agreement, either personally or by a duly authorized representative. Whenever the Contractor or its representative is not present on any part of the work where the City desires to give directions, orders may be given by the City or its representative directly to, and shall be received and carried out by, the Contractor's employee having charge of the particular work in reference to which orders are given. The City's Authorized Representative shall be authorized to remove any Contractor, Subcontractor, employee or equipment from the workplace.

10.4. The City will periodically review and evaluate the Contractor's performance based upon factors such as (but not limited to) quality of work, quantity of work, safety awareness and public relations efforts. When the Contractor's work does not conform to the Agreement requirements completely, a deficiency will be deemed to exist. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects will be reviewed to determine if non-compliance levels have been exceeded for services inspected. If a deficiency is identified, the City will take action to ensure that the Contractor corrects the deficiency using one or more of the following, alone or in combination: (1) cancel the Agreement; (2) require the Contractor to discontinue the work immediately; (3) sue the Contractor for damages suffered by the City, including consequential damages; (4) reduce the contract price to reflect the reduced value of the services performed if the work is performed by the City or another Contractor rather than the Contractor under this contract, or as may be otherwise calculated by the City to determine the value of the services; or (5) seek and obtain whatever equitable relief by way of injunction or specific performance that may be available.

10.5. Federal, State and local authorities, including, but not limited to the City of Livingston shall have the right to inspect the operations of the Contractor, the site, to verify quantities and to review operations under this Agreement at any time. If a Contractor is notified by any Federal or State authority of noncompliance with Federal or State law, the Contractor shall document the name and contact information of the authority giving notice and shall immediately notify the City's authorized agent and provide that information. The City's authorized agent will notify the Contractor in writing of any observed noncompliance with local laws (and upon notification to the City by appropriate Federal or State authority, of any observed noncompliance with Federal or State law). Upon receipt of such notice from the City, the Contractor shall immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved by the City's authorized agent. If the Contractor fails or refuses to comply promptly, the City's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of its or any of its Subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.

10.6. Final inspection and acceptance of the services performed by the Contractor shall be the responsibility of the City Manager or the City Manager's designee. Any and all project services performed by the Contractor which do not meet those standards will be re-performed by the Contractor at no additional charge to the City.

11. Termination of Contract

11.01. The Agreement may be terminated at any time for the convenience of the City of Livingston.

11.02. The Agreement may be terminated for cause if the Contractor defaults in the performance of any of the terms of the Agreement, including, but not limited to unsatisfactory job performance or progress; defective work; disputed work; failure to comply with material provisions of the Contract; third party claims filed or reasonable evidence that a claim will be filed; failure to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency; if the Contractor is placed in either voluntary or involuntary bankruptcy; or if the Contractor makes an assignment for the benefit of creditors. The City will notify the Contractor in writing of such termination and the Contractor will immediately cease work upon receiving notice. The City retains all legal and equitable rights and remedies existing as a result of default, including, but not limited to any legal process necessary to obtain satisfaction from any sureties securing performance or payment of this Contract.

11.03. If the City requires termination of this Agreement for reasons other than unsatisfactory performance by the Contractor, the City shall notify the Contractor in writing of such termination, with instructions as to the effective date of termination or specification of the stage of work at which the Agreement is to be terminated. The Contractor shall cease work immediately as directed. If this termination is made, and if the Contractor is not then in default of its obligations under the Contract, the City shall pay the Contractor for all work performed through the termination date.

12. Charges for Labor and Equipment Furnished by Contractor

12.01. The Contractor shall furnish all crews and personnel required for the work to be performed, paid at the Contractor's expense.

12.02. Contractor shall pay its employees at least the minimum wage rates and overtime wage rates as prescribed by the U. S. Department of Labor and Contractor shall require any of its

Subcontractors to pay their employees by at least the same standards. Contractor shall pay the wage rates for the various classes of labor employment directly on this project in accordance with the U. S. Department of Labor General Wage guidelines.

13. Payment for Work

13.01. This is a cubic yard price based contract, and the Contractor shall only be paid based upon fixed rate(s) designated in the bid for actual cubic yards of eligible debris delivered to the site or sites directed by the City. Payment for the removal of burnable debris shall include all costs associated with loading, hauling and dumping and will be paid for under the contract bid item for removal of eligible debris. The Contractor shall keep accurate records of its compensation at its principal office, which will be available for audit by the City on request.

13.02. Measurement of eligible debris removed will be by the cubic yard as predetermined through truck bed and trailer measurement. Trucks and trailers with less than full capacities will be adjusted down by visual inspection by the City's monitor. Measurement of cubic yards of debris delivered will be documented by load tickets as described in these specifications. The cubic yard conversion for stumps larger than twenty-four inches will be calculated according to the Stump Conversion Table attached at Appendix B.

13.03. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as for the provision of performance and payment bonds as required herein.

13.04. The Contractor shall submit invoices to the City for work performed on a weekly basis. Invoices will be based on verified quantities from the daily operational reports and valid load tickets as reconciled therewith, and shall be based upon fixed rate(s) designated in the bid for actual cubic yards of eligible debris delivered to the site or sites directed by the City.

13.05. Contractor acknowledges that the City is exempt from sales or use taxes as a municipality. If use of such material subjects the Contractor to any use, sales or similar tax, the Contractor shall be responsible for the payment of any and all such taxes, as well as any and all other taxes to which the Contractor may be subject by reason of the proposed work for the City; the Contractor shall have no right or claim against the City for reimbursement by reason of any such tax.

13.06. Payments due for actual work accepted and completed will be made in full by the City to Contractor within forty-five (45) days from receipt and approval of said invoice by the City Council. If such payment is not approved, the City shall notify the Contractor of the reason or reasons for such nonpayment within fifteen (15) days from review by the City Council.

13.07. Time is of the essence to the performance by Contractor hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents.

13.08. If the Contractor is delayed in the progress of the work by any act or neglect of the City or by strikes, lockouts, fire, adverse weather conditions not reasonably anticipated, or acts of nature, and if the Contractor, within 48 hours of the start of the occurrence gives written notice to the City of the cause of the potential delay and estimate of the possible time extension involved, and within seven days after the cause of the delay has been remedied, the Contractor gives written notice to the City of any actual time extension requested as a result of the occurrence, then the contract time may be extended by change order for such reasonable time as the City may determine. No part of the time lost due to any stop order issued for the Contractor's noncompliance with any Federal, State or local regulation shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor. It is agreed that no claim shall be made by, or allowed to, the Contractor for any damages which may arise out of any delay

caused by the above referenced acts or occurrences other than claims for the appropriate extension of time.

13.09. In addition to the performance and payment bonds provided, the City may retain a percentage of each payment, not to exceed 5% of the contract value, to ensure performance of the Contract. Upon completion of all Agreement requirements, retained amounts shall be paid promptly, less any offsets or deductions authorized hereunder or by law.

13.10. The City may also withhold payment or final payment for reasons including but not limited to: unsatisfactory job performance or progress; defective work; disputed work; failure to comply with material provisions of the Contract; third party claims filed; reasonable evidence that a third party claim will be filed; deficient equipment; deficient supplies; and eligibility of work performed under the regulation of any governmental agency from which the City seeks reimbursement of its expenses. Withholding payment, however, shall in no way be construed as negating the basis for termination for nonperformance.

13.11. Final payment, less any offset or deduction authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent, provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

14. Indemnification

14.01. The Contractor shall and does assume responsibility and liability for any damage, loss or injury (including death), of any kind whatsoever to persons or property, including employees and property of the City, caused by or resulting from any error or omission of the Contractor, its employees, agents, officers or Subcontractors (or their officers, agents, servants or employees), or negligent act of the Contractor, its officers, agents, or servants or employees, or its Subcontractors or any of their officers, agents, servants or employees, arising from the performance of the work under this Contract.

14.02. The Contractor shall defend, indemnify and hold harmless the City, its officers, agents, servants and employees, from and against all liabilities, claims, demands, causes of action of every kind and description, damages, losses and expenses, including but not limited to attorney's fees through appeal, to which the City, its officers, agents, servants or employees, or any of them may be put or subjected to by reason of any such damage, loss or injury which arises out of or is in any manner connected with the performance of this Contract, whether or not such claims or actions are rightfully brought or filed, whether or not such claims or actions share a basis in fact, and regardless of whether such injury, loss or damage, in whole or in part, shall be caused by, or claimed to be caused by the negligence or other fault of the Contractor, any Subcontractor, the City, or the agents or employees of the City.

15. Insurance

15.01. Within twenty-four (24) hours of being given Notice to Proceed, and before commencing any of the work provided for herein, the Contractor shall submit to the City certificates, together with any and all endorsements required, evidencing that insurance of the types and in the amount specified below, for the Contractor and for any Subcontractor, with companies acceptable to the City, has been obtained, and the Contractor shall maintain such insurance during the term of the Contract. The City of Livingston shall be named an additional insured and subrogation rights against the City shall be waived. The Certificate of Insurance shall state that insurance will not be cancelled without at least 30 days written notice to the City. Cancellation of insurance shall be considered default by the Contractor. Required insurance shall include the following:

- (1) Workers Compensation: statutory workers compensation coverage;
- (2) Commercial General Liability: commercial general liability insurance written on a standard liability policy form with a minimum limit of \$250,000.00 per occurrence of bodily injury, \$100,000.00 per occurrence for property damage and \$500,000.00 coverage in the aggregate;
- (3) Automobile Liability: comprehensive automobile liability insurance insuring all automobiles and vehicles, with a minimum limit of liability of \$250,000.00 per occurrence of bodily injury, \$100,000.00 per occurrence for property damage and \$500,000.00 coverage in the aggregate; and
- (4) Umbrella Policy: Umbrella coverage in the amount of \$2 million overlying commercial general liability and motor vehicle policies;

15.02. Pro forma proof by the Contractor's insurance carrier that insurance will be available to the Contractor and will be provided according to the Specifications shall also be made upon submission of proposal by certificate, attached hereto as Appendix D.

15.03. Failure by the Contractor to provide all the documentation required for all bonds and insurance within the specified time limit shall be considered default of Bid and default under the terms of the Agreement.

16. Performance and Payment Bonds

16.01. Within twenty-four (24) hours of being given Notice to Proceed, the Contractor shall furnish a surety bond, in form and substance satisfactory to the City for the protection of the City to ensure acceptable performance of this Contract. Such bond must be executed by a surety company duly authorized to do business in the State of Texas, and be in the amount of \$1 million, conditioned as required by law to ensure acceptable performance of the work in accordance with the specifications and Contract Documents. The performance bond shall remain in effect at all times during the performance of the Agreement and shall continue in effect for a period of six (6) months following expiration or termination.

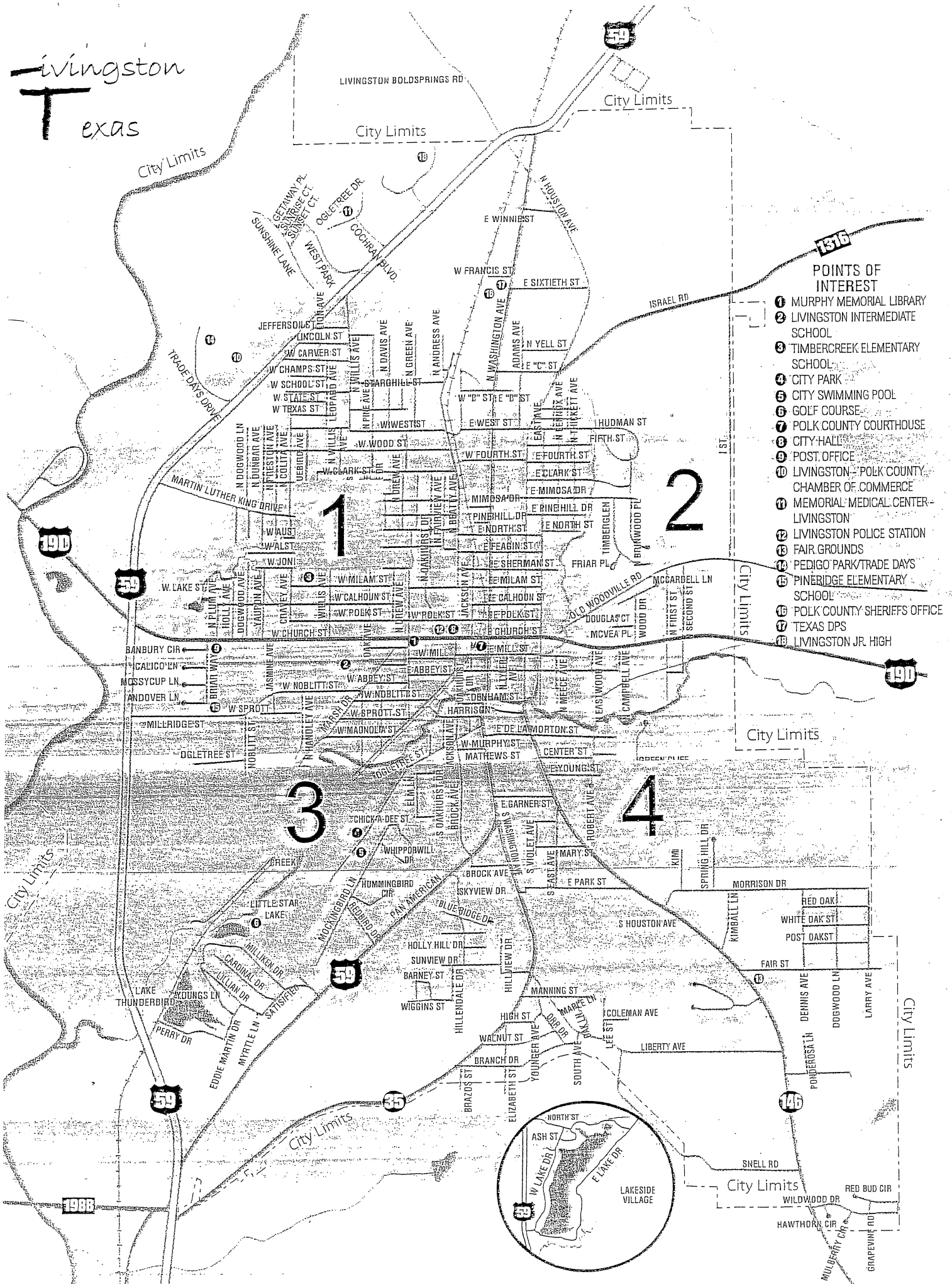
16.02. Within twenty-four (24) hours of being given Notice to Proceed, the Contractor shall furnish a surety bond, in form and substance satisfactory to the City for the payment of all persons performing labor or supplying equipment or materials in connection with this Agreement. Such bond must be executed by a surety company duly authorized to do business in the State of Texas, and be in the amount of \$1 million, conditioned as required by law for the protection of those performing labor or supplying equipment or materials in accordance with the specifications and Contract Documents. The payment bond shall remain in effect at all times during the performance of the Agreement and shall continue in effect for a period of six (6) months following expiration or termination.

16.03. Failure by the Contractor to provide all the documentation required for both bonds within the specified time limit shall be considered default of Bid and default under the terms of the Agreement.

Appendix A

Street Maps Identifying Sectioned Work Areas

Livingston Texas



Appendix B

Bid Schedules

Stump Conversion Table

Bidding Schedule - 1 Year

	Task Described	Unit of Measure	Price Per Unit
1	Vegetative Storm Debris Removal from City of Livingston Public Rights-of-Way and Public Property and Transport to Collection Site	Cubic Yard	\$
	Note: All stumps less than 24 inches in diameter shall be calculated within the cubic yardage of other brush and vegetative debris collected; stumps 24 inches or larger in diameter shall be converted to cubic yards as shown on the attached table; for purposes of bid, price per unit shall be by cubic yard and estimate included in above price per unit.	--	--
2	Leaning Trees (per tree)	Per Tree	
3	Tree with hanging limbs (per tree)	Per Tree	
4	Site Management	Total Cost	
5	Reduction by Burning	Total Cost	
6	Restoration of Burn Site (discing ash into soil, provision and application of seed and fertilizer)	Total Cost	

Bidding Schedule - 5 Years

	Task Described	Unit of Measure	Price Per Unit
1	Vegetative Storm Debris Removal from City of Livingston Public Rights-of-Way and Public Property and Transport to Collection Site	Cubic Yard	\$
	Note: All stumps less than 24 inches in diameter shall be calculated within the cubic yardage of other brush and vegetative debris collected; stumps 24 inches or larger in diameter shall be converted to cubic yards as shown on the attached table; for purposes of bid, price per unit shall be by cubic yard and estimate included in above price per unit.	--	--
2	Leaning Trees (per tree)	Per Tree	
3	Tree with hanging limbs (per tree)	Per Tree	
4	Site Management	Total Cost	
5	Reduction by Burning	Total Cost	
6	Restoration of Burn Site (discing ash into soil, provision and application of seed and fertilizer)	Total Cost	

APPENDIX B

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8

Stump Diameter (Inches)	Debris Volume (Cubic Yards)
46	15.2
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4

APPENDIX B

Stump Diameter (Inches)	Debris Volume (Cubic Yards)
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5

Stump Diameter (Inches)	Debris Volume (Cubic Yards)
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

Appendix C

Daily Report Example

Load Ticket Example

Truck Placard Example

DAILY REPORT				
CONTRACTOR NAME: _____			DATE OF REPORT: _____	
CONTRACT NUMBER: _____			CREW: _____ _____ _____	
TRIP	TRUCK NO.	LOAD TICKET	LOCATION	CUBIC YARD TOTAL
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
			DAILY TOTAL:	
			CUMULATIVE TOTAL TO DATE:	

Daily Report Format

Contractor:	Contract Number:	Ticket Number:
Date:	Eligible Debris: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Truck		
Truck /Trailer Number:	Driver	Capacity (CY):
Load Size (CY):	Percent of Load:	
Location and Haul		
Section Collected From:	Loading Departure Time:	
Dump Arrival Time:		
Monitor Signature:		
<i>Copies: Original - City Yellow - Contractor Pink - Driver Gold - City</i>		

Load Ticket Format

Company Name

Truck Number

Cubic Yards

Inspected by and Date

Appendix D

Certificate of Insurance

(to be attached by Contractor)